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*Attorneys for Plaintiff*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF WYOMING**

KIMBERLY DEBEER, surviving spouse	)
and wrongful death personal	)
representative of	)
DANIEL DEBEER, deceased,	)
	)
Plaintiff,	)
	)
v.	) Civil Action #2:23-cv-33-ABJ
	)
AMAZON LOGISTICS, INC., <i>et. al.</i>	)
	)
Defendants.	)

**PLAINTIFF'S MOTION TO COMPEL AMAZON TO PRODUCE COMPLETE  
INSURANCE POLICIES AND TO REMOVE THE  
DESIGNATION AS "CONFIDENTIAL"**

Plaintiff hereby files this Motion to Compel the Amazon Defendants (or "Amazon") to remove Amazon's designation as "Confidential" of any insurance policies and compel complete production thereof. The Plaintiff so moves pursuant to

the text entry Order of the Court that was entered November 9<sup>th</sup>, 2023 (ECF No.49) and pursuant to the terms of the entered Protective Order (ECF No. 48).

The Court should note that under the entered Protective Order (ECF No. 48) and by law, the party that designated the document as confidential (Amazon) “bears the burden of proving it was properly designated.” (ECF No. 48, ¶ 10). Therefore, the burden lies with Amazon, not the Plaintiff, to establish “**good cause**” the designation as confidential is appropriate. Fed. R. Civ. P. 26(c) (emphasis added); *United States v. Nysco Laboratories, Inc.*, 26b F.R.D. 159, 161 (S.D.N.Y. 1960) (the burden of persuasion to establish discovery is objectionable remains with the responding party).

As grounds for this Motion, Plaintiff states to the Court:

1. On August 15, 2023, Amazon filed a Motion for Protective Order. (ECF No. 42.)
2. Plaintiff filed her Response in Opposition to Defendants' Motion on August 29, 2023. (ECF No. 43.)
3. On September 5, 2023, Amazon Defendant's filed their Reply Brief in Support of their Motion for Protective Order. (ECF No. 44.)
4. This Court entered an Order Granting in Part and Denying in Part Defendants' Motion for Protective Order. (ECF No. 46.)
5. Amazon Defendants' thereafter filed the proposed Protective Order. (ECF No. 47.)
6. The Protective Order was entered by this Court on October 24, 2023 (ECF. No. 48), which included a mechanism for challenging confidential designations.

7. Amazon served the Second Supplement to Rule 26(a)(1) Initial Disclosure on October 26, 2023 along with Zurich American Insurance Company Policy No. BAP 4678512-06, identified with bates numbers AMAZON-INS\_DEBEER00001- AMAZON-INS\_DEBEER000374 and designated “Confidential Pursuant to Protective Order,” which appears to be an incomplete insurance policy.

8. Plaintiff hereby objects to the designation of confidentiality of the insurance policy in this matter which was produced with Amazon Defendant Second Supplement to Initial Disclosure under bates stamp numbers AMAZON-INS\_DEBEER00001- AMAZON-INS\_DEBEER000374 as not meeting any criteria that would subject it to confidential treatment, and the Amazon Defendants cannot meet the burden to do so.

### CERTIFICATION

9. Plaintiff certifies she, through her lawyers, has conferred with Amazon and failed to reach an agreement as to the removal of the confidential designation and the Parties further held an informal conference before the Court as to the same on November 9<sup>th</sup>, 2023 (ECF No. 49).

### LAW AND ARGUMENT

Fed. R. Civ. P. 26(a)(1)(A)(iv) mandates that parties **must** initially disclose all their insurance agreements. *Regalado v. Techtronic Indus. N. Am., Inc.*, No. 3:13-cv-4267-L, 2015 U.S. Dist. LEXIS 177983, at \*7 (N.D. Tex. Feb. 24, 2015)(granting motion to compel excess /umbrella insurance policies in initial disclosures); *Garcia v. Techtronic Indus. N. Am.*, Civil Action No. 2:13-cv-05884 (MCA) (JAP), 2015 U.S. Dist. LEXIS 53249, at \*11 (D.N.J. Apr. 21, 2015) (granting motion to compel excess

/umbrella insurance policies in initial disclosures); *Cessante v. City of Pontiac*, No. 07-CV-15250, 2009 U.S. Dist. LEXIS 30217, at \*11-12 (E.D. Mich. Apr. 9, 2009) (granting motion to compel)

Further, the Federal Rules require parties must provide each other initial disclosures “without awaiting” discovery requests. *Home Design Servs. v. Alan V. Gren Enters.*, 2013 WL 1499500, \*1 (D. Utah 2013). The entire purpose of Rule 26(a)(1) is to provide for the disclosure of basic information needed in most every case in order to prepare for trial or make an informed decision as to settlement. Fed. R. Civ. P. 26(a) *Advisory Committee's Note to 1993 Amendment*.

Amazon cannot establish “**good cause**” exists that would either warrant the designation of its insurance policy as “confidential” or justify any non-production. As Amazon has not articulated the legal basis that it deems an insurance policy - that is maintained by a third party (Zurich or others) - as confidential, Plaintiff intends to address Amazon’s position in her reply.

Wherefore, Plaintiff respectfully requests this Court grant the Plaintiff’s Motion and compel Amazon to remove the designation as confidential of any and all insurance policies and to compel full production thereof.

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**CERTIFICATE OF SERVICE**

I hereby certify that on November 28<sup>th</sup>, 2023, a true and correct copy of the foregoing was served via the Court's ECF filing System to the following:

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